

VIRGIL HILL  
412 East Montrose Lane  
Smithville, New Jersey 08205

Plaintiff,

v.

CECILE D. BARKER  
300 South Pointe Drive  
PH #4005  
Miami, Florida 33139,

Defendant.

\* FILED  
\* IN THE DISTRICT COURT  
\* DISTRICT OF MARYLAND  
\* CIRCUIT COURT  
\* 2005 APR 15 P 3:21  
\* FOR  
\* CLERK'S OFFICE  
\* AT GREENBELT  
\* PRINCE GEORGE'S  
\* BY \_\_\_\_\_ DEPUTY  
\* COUNTY  
\* Case no.  
\*  
\* JURY TRIAL PRAYED

\* \* \* \* \*

### COMPLAINT

Plaintiff Virgil Hill, by and through his attorneys, Donna M.B. King, Steven D. Silverman and Silverman Thompson & White, LLC, sues Defendant Cecile D. Barker, and states as follows:

### FACTS COMMON TO ALL COUNTS

1 Plaintiff Hill is a former World Boxing Association Cruiserweight Titleholder and a resident of the State of New Jersey.

2. Defendant currently resides in the State of Florida; however, at times relevant herein Defendant conducted business from an office in Greenbelt, Prince George's County, Maryland.

3. In or around September 2000, Plaintiff and Defendant began negotiations for Defendant to act as Plaintiff's manager or promoter for Plaintiff's boxing career.

4. In or around late November 2000, Plaintiff and Defendant agreed that Defendant would, along with business partner Jeffrey Jackson, act as exclusive promoter to Plaintiff.

5. Defendant also represented himself as a promoter of boxing matches, and as someone with the ability to promote professional boxers.

6. Defendant's work as a promoter for Plaintiff was to begin after a boxing match scheduled between Plaintiff and Fabrice Tiozzo for the World Boxing Association Cruiserweight Title.

7. On December 9, 2000, the boxing match between Plaintiff and Mr. Tiozzo took place, with Plaintiff winning the bout. Upon winning this bout, Plaintiff became the holder of the WBA Cruiserweight Title.

8. Defendant promised to pay Plaintiff certain agreed upon amounts. Defendant paid Seventy-Five Thousand Dollars and No Cents (\$75,000.00) to Plaintiff as advance and bonus payments.

9. In accordance with the agreement made between Plaintiff and Defendant, Defendant was responsible after December 9, 2000 for promoting Plaintiff in boxing matches. Plaintiff became highly marketable by virtue of his standing as the WBA Cruiserweight Titleholder.

10. Despite assurances to Plaintiff, Defendant failed to set up any boxing matches.

11. Plaintiff did not participate in any boxing matches from December 10, 2000 until February 23, 2002. Plaintiff had no income from boxing during that period of time and was forced to borrow money for basic living expenses.

### **COUNT I** **Breach of Contract**

12. Plaintiff adopts by reference the allegations contained in paragraphs 1 through 11 of this Complaint with the same effect as if herein fully set forth.

13. Plaintiff entered into a contract with Defendant for the purpose of Defendant promoting Plaintiff in boxing matches.

14. Defendant failed to either set up any boxing matches on Plaintiff's behalf or pay the agreed upon amounts if no bouts were set, in material breach of his obligation to Plaintiff.

15. Plaintiff fully performed his obligations under the agreement and satisfied all conditions of the contract.

16. As a result of Defendant's material breach of its obligation to Plaintiff, Plaintiff suffered loss of income and related damages.

WHEREFORE, this suit is brought and Plaintiff Virgil Hill claims Three Million Dollars (\$3,000,000.00) in damages against Defendant Cecile D. Barker, plus interest and costs.

**COUNT II**  
**Negligent Misrepresentation**

7. Plaintiff adopts by reference the allegations contained in paragraphs 1 through 11 of this Complaint with the same effect as if herein fully set forth.

18. Defendant represented himself as a promoter of boxing matches, as someone with the ability to promote professional boxers, and promised certain income to Plaintiff. Defendant had a duty of care to Plaintiff in making such representations.

19. Defendant in fact did not have the ability to promote boxing matches or otherwise promote professional boxers.

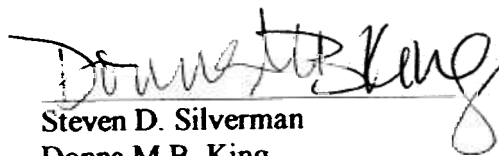
20. It was the intention of Defendant that Plaintiff act or rely upon the representations in order to induce Plaintiff to permit Defendant and Jackson, together in a partnership, to act as exclusive promoters.

21. Defendant knew that Plaintiff would rely upon Defendant's representations, and, if erroneous, would cause damages to Plaintiff.

22. Plaintiff was justified in relying on Defendant's misrepresentations.

23. Plaintiff suffered damages caused by Defendant's misrepresentations.

**WHEREFORE**, this suit is brought and Plaintiff Virgil Hill claims Three Million Dollars (\$3,000,000.00) in damages against Defendant Cecile D. Barker, plus interest and costs.



Steven D. Silverman

Donna M.B. King

**SILVERMAN THOMPSON & WHITE, LLC**

201 North Charles Street, Suite 2600

Baltimore, Maryland 21201

(410) 385-2225

*Attorneys for Plaintiff Virgil Hill*

**DEMAND FOR JURY TRIAL**

Plaintiff requests a jury on all issues herein.



Donna M.B. King

FILED  
U.S. DISTRICT COURT  
DISTRICT OF MARYLAND

2005 APR 15 P 3: 21

Circuit Court for Prince George's County

City or County

## CIVIL-NON-DOMESTIC CASE INFORMATION REPORT

## Directions:

**Plaintiff:** This Information Report must be completed and attached to the complaint filed with the Clerk of Court unless your case is exempted from the requirement by the Chief Judge of the Court of Appeals pursuant to Rule 2-111(a). A copy must be included for each defendant to be served.

**Defendant:** You must file an Information Report as required by Rule 2-323(h).

**THIS INFORMATION REPORT CANNOT BE ACCEPTED AS AN ANSWER OR RESPONSE.**

FORM FILED BY:	<input checked="" type="checkbox"/> PLAINTIFF <input type="checkbox"/> DEFENDANT	CASE NUMBER:	(Click to insert)
CASE NAME:	Virgil Hill	v.	Cecile D. Barker
JURY DEMAND:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Anticipated length of trial:	_____ hours or _____ days
RELATED CASE PENDING?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, Case #(s), if known:	_____
Special Requirements?	<input type="checkbox"/> Interpreter/communication impairment	Which language	_____
	(Attach Form 1-332 if Accommodation or Interpreter Needed)	Which dialect	_____
	<input type="checkbox"/> ADA accommodation:		_____

NATURE OF ACTION (CHECK ONE BOX)		DAMAGES/RELIEF	
<b>TORTS</b> <input type="checkbox"/> Motor Tort <input type="checkbox"/> Premises Liability <input type="checkbox"/> Assault & Battery <input type="checkbox"/> Product Liability <input type="checkbox"/> Professional Malpractice <input type="checkbox"/> Wrongful Death <input type="checkbox"/> Business & Commercial <input type="checkbox"/> Libel & Slander <input type="checkbox"/> False Arrest/Imprisonment <input type="checkbox"/> Nuisance <input type="checkbox"/> Toxic Torts <input type="checkbox"/> Fraud <input type="checkbox"/> Malicious Prosecution <input type="checkbox"/> Lead Paint <input type="checkbox"/> Asbestos <input type="checkbox"/> Other _____	<b>LABOR</b> <input type="checkbox"/> Workers' Comp. <input type="checkbox"/> Wrongful Discharge <input type="checkbox"/> EEO <input type="checkbox"/> Other _____ <b>CONTRACTS</b> <input type="checkbox"/> Insurance <input type="checkbox"/> Confessed Judgment <input checked="" type="checkbox"/> Other Promotion <b>REAL PROPERTY</b> <input type="checkbox"/> Judicial Sale <input type="checkbox"/> Condemnation <input type="checkbox"/> Landlord Tenant <input type="checkbox"/> Other _____ <b>OTHER</b> <input type="checkbox"/> Civil Rights <input type="checkbox"/> Environmental <input type="checkbox"/> ADA <input type="checkbox"/> Other _____	<b>A. TORTS</b> <b>Actual Damages</b> <input type="checkbox"/> Under \$7,500 <input type="checkbox"/> \$7,500 - \$50,000 <input type="checkbox"/> \$50,000 - \$100,000 <input type="checkbox"/> Over \$100,000 <input type="checkbox"/> Medical Bills \$ _____ <input type="checkbox"/> Property Damages \$ _____ <input type="checkbox"/> Wage Loss \$ _____	<b>B. CONTRACTS</b> <input type="checkbox"/> Under \$10,000 <input type="checkbox"/> \$10,000 - \$20,000 <input checked="" type="checkbox"/> Over \$20,000 <b>C. NONMONETARY</b> <input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Injunction <input type="checkbox"/> Other _____

## ALTERNATIVE DISPUTE RESOLUTION INFORMATION

Is this case appropriate for referral to an ADR process under Md. Rule 17-101? (Check all that apply)

A. Mediation ☒ Yes ☐ No

C. Settlement Conference ☒ Yes ☐ No

B. Arbitration ☐ Yes ☒ No

D. Neutral Evaluation ☒ Yes ☐ No

## TRACK REQUEST

With the exception of Baltimore County and Baltimore City, please fill in the estimated LENGTH OF TRIAL. THIS CASE WILL THEN BE TRACKED ACCORDINGLY.

☐ ½ day of trial or less

☒ 3 days of trial time

☐ 1 day of trial time

☐ More than 3 days of trial time

☐ 2 days of trial time

PLEASE SEE PAGE TWO OF THIS FORM FOR INSTRUCTIONS PERTAINING TO THE BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM AND ADDITIONAL INSTRUCTIONS IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE COUNTY, BALTIMORE CITY, OR PRINCE GEORGE'S COUNTY.

Date 12/8/04 Signature

Donna T. King

FILED  
U.S. DISTRICT COURT  
DISTRICT OF MARYLAND

2005 APR 15 P 3:21

**BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM**

CLERK'S OFFICE  
AT GREENBELT  
For all jurisdictions, if Business and Technology track designation under Rule 67-205 is requested, attach a duplicate copy of complaint and check one of the tracks below.

BY \_\_\_\_\_ .DEPUTY



**Expedited**

Trial within 7 months of  
Defendant's response

**Standard**

Trial - 18 months of  
Defendant's response

☐ EMERGENCY RELIEF REQUESTED \_\_\_\_\_

Signature

Date

IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE COUNTY, BALTIMORE CITY, OR PRINCE  
GEORGE'S COUNTY PLEASE FILL OUT THE APPROPRIATE BOX BELOW.

**CIRCUIT COURT FOR BALTIMORE CITY (check only one)**

- ☐ Expedited Trial 60 to 120 days from notice. Non-jury matters.
- ☐ Standard-Short Trial seven months from Defendant's response. Includes torts with actual damages up to \$7,500; contract claims up to \$20,000; condemnations; injunctions and declaratory judgments.
- ☐ Standard-Medium Trial 12 months from Defendant's response. Includes torts with actual damages over \$7,500 and under \$50,000, and contract claims over \$20,000.
- ☐ Standard-Complex Trial 18 months from Defendant's response. Includes complex cases requiring prolonged discovery with actual damages in excess of \$50,000.
- ☐ Lead Paint Fill in: Birthdate of youngest plaintiff \_\_\_\_\_.
- ☐ Asbestos Events and deadlines set by individual judge.
- ☐ Protracted Cases Complex cases designated by the Administrative Judge.

**CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY**

To assist the Court in determining the appropriate Track for this case, check one of the boxes below. This information is not an admission and may not be used for any purpose other than Track Assignment.

- ☐ Liability is conceded.
- ☐ Liability is not conceded, but is not seriously in dispute.
- ☐ Liability is seriously in dispute.

**CIRCUIT COURT FOR BALTIMORE COUNTY**

- ☐ Expedited Attachment Before Judgment, Declaratory Judgment (Simple), Administrative Appeals, District Court Appeals and Jury Trial Prayers, Guardianship, Injunction, Mandamus.  
(Trial Date-90 days)
- ☐ Standard Condemnation, Confessed Judgments (Vacated), Contract, Employment Related Cases, Fraud and Misrepresentation, Intentional Tort, Motor Tort, Other Personal Injury, Workers' Compensation Cases.  
(Trial Date-240 days)
- ☐ Extended Standard Asbestos, Lender Liability, Professional Malpractice, Serious Motor Tort or Personal Injury Cases (medical expenses and wage loss of \$100,000, expert and out-of-state witnesses (parties), and trial of five or more days), State Insolvency.  
(Trial Date-345 days)
- ☐ Complex Class Actions, Designated Toxic Tort, Major Construction Contracts, Major Product Liabilities, Other Complex Cases.  
(Trial Date-450 days)